satisfy the court beyond reasonable doubt at the close of its case:—

(i) that the appellant was in the company of the first accused,

(ii) that the first accused was carrying or had in his possession the knife in question,

(iii) that there were circumstances which raised a reasonable presumption that the appellant knew that the first accused was carrying or had in this possession the said knife.

The section, however, placed the burden on the appellant that the first accused was carrying the knife for a lawful purpose.

It is quite clear that the first two facts had been proved.

With reference to the third fact, the appellant gave evidence on oath to the effect that he had not seen the knife before and that he did not know whether the first accused possessed it or not. On this question the learned magistrate dismissed the evidence of the appellant by merely stating as follows:—

"A mere denial of knowledge that the accused No. 1 was in possession of the dagger was not sufficient. Therefore the circumstances clearly showed that he knew the first accused was in possession of the dagger without lawful purpose."

In my view this is a serious misdirection, particularly in view of the fact that the knife was small enough to be hidden in one's pocket and the incident took place at night and the learned magistrate should have come to the conclusion that these circumstances were not sufficient to raise a reasonable presumption that the appellant knew of the existence of the knife in the possession of the first accused.

I would therefore allow the appeal and quash the conviction and sentence.

Appeal allowed.

Solicitors: *Dato' R. P. S. Rajasooria & Son.*

KAM HOY TRADING v. HUP AIK TIN MINING CO.

[O.C.J. (Gill J.) June 21, 1967]

[K.L. — Civil Suit No. 14 of 1966]

Partnership — Dissolution of — Withdrawal from partnership not registered with Registrar of Businesses — Notice not given to plaintiffs.

Practice and Procedure — Service on partners — Partners' withdrawal from firm not duly registered nor notice given.

The applicants sought for an order that service of the writ of summons and notice in this case on them as partners of the defendant firm be set aside. Their affidavits in support alleged that they ceased to be partners of the defendant firm having sold and assigned, all their shares, rights and interests in the firm and duly signed the withdrawal form from the partnership. However they subsequently learned that the withdrawal forms were not registered with the Registrar of Businesses.

Held: when partners dissolve their partnership, they should send notice to all persons who have trusted them as partners. In the present case the applicants either should have given notice to the plaintiffs of their withdrawal or taken steps to see that their withdrawal was duly registered with the Registrar of Businesses. In the absence of such notice or registration they were not entitled to succeed on their application.

[**Editorial Note:** Reference may usefully be made to the cases of *Tan Boon Chio* v. *Ho Hong Bank Ltd.* [1934] M.L.J. 180; [1934] S.S.L.R. 199 and *Re Chop Yew Seong* [1958] M.L.J. 239.]

Case referred to:—

(1) *Graham & Ors.* v. *Hope & Ors.* (1792), Peake 208; 170 E.R. 131.

CIVIL SUIT.

C. H. Au-Yong for the defendants/applicants.

L. S. Tan for the plaintiffs/respondents.

Gill J.: This was an application by Foong Soon Hin, Wong Nung Chong and Loo Ng Ming for an order that service of the writ of summons and notice herein on them as partners of the defendant firm be set aside.

The claim against the defendants was for diesoline and other lubricants supplied to them from time to time from July 1965 to October 1965. At the end of December 1965 the amount due and owing by them to the plaintiffs was $4,625.70. On or about 16th September, 1966 they paid a sum of $200 to account, leaving a balance of $4,425.70 still due.

In their affidavit in support of the application Wong Nung Chong and Loo Ng Ming said that they had ceased to be partners of the defendant firm on 27th February, 1965, having sold and assigned all their shares, rights and interests in the firm to Pang Kim Wah alias Pang Sang and Foong Soon Hin under an agreement of the same date. They also duly signed the form of withdrawal from the partnership on the same day and handed it to Pang Sang for filing with the Registrar of Businesses. They subsequently learned that the said Pang Sang did not send the withdrawal form for registration.

Foong Soon Hin in his affidavit in support of the application said that he had ceased to be a partner of the defendant firm on 17th August, 1965, having sold and assigned all his shares, rights and interests in the firm to Pang Kim Wah alias Pang Sang under an agreement of the same date. He also signed the form of withdrawal from the partnership on the same day and handed it to Pang Sang for filing with the Registrar of Businesses. He subsequently learned that the said Pang Sang did not send in the withdrawal form for registration.

It was clear that the withdrawal by the

applicants from the partnership was not registered with the Registrar of Businesses, nor was there any evidence that a notice of such withdrawal was given by the applicants to the plaintiffs. As on the date of the filing of this action the names of the applicants still appeared in the Registry of Businesses as partners of the defendant firm, the plaintiffs were entitled to treat them as being partners of the firm and were therefore justified in serving the writ of summons and notice on them.

It was decided in the old case of *Graham & Ors.* v. *Hope & Ors.*[1] that when partners dissolve their partnership, they should send notice to all persons who have trusted them as partners. In the present case the applicants either should have given notice to the plaintiffs of their withdrawal or taken steps to see that their withdrawal was duly registered with the Registrar of Businesses. In the absence of such notice or registration they were not entitled to succeed on their application. I therefore dismissed the application with costs.

Application dismissed.

Solicitors: *P. C. Au-Yong & Co.; L. S. Tan.*

WONG CHOOI v. PUBLIC PROSECUTOR

[A.Cr.J. (Azmi C.J. (Malaya)) June 22, 1967]

[K.L. — Criminal Appeal No. 23 of 1967]

Arms — Offensive weapon — Possession of — Burden of proof — Corrosive and Explosive Substances and Offensive Weapons Ordinance, 1958, s. 6(1).

Evidence — Burden of proof — Statutory or common law — Accused's explanation.

Where a burden is placed on an accused person to prove anything, by statute or common law, that burden is only a slight one and this burden can be discharged by the evidence of the witnesses for the prosecution as well as by the evidence for the defence.

Case referred to:—

(1) *Public Prosecutor* v. *Sundravelu* [1967] 1 M.L.J. 79.

MAGISTRATE'S CRIMINAL APPEAL.

Jegadevan Nadchatiram (*Nadchatiram Sraswathy Devi* with him) for the appellant.

Zaitoon binte Osman (Deputy Public Prosecutor) for the respondent.

Azmi C.J. (Malaya): The appellant was convicted of having in his possession an offensive weapon to wit a parang without lawful purpose, an offence punishable under section 6(1) of the Corrosive and Explosive Substances and Offensive Weapons Ordinance, No. 43 of 1958.

The facts for the prosecution may be summarised as follows:—

Lim Ah Chye, P.W.2 stated that on the date in question he was in a coffee shop owned by P.W.3 Tang Kwoi Boey (f). He was drinking coffee then when about 6 or 7 persons came into the shop and attacked him. These persons were armed with changkol handles and a parang. The appellant, one of them, was carrying the parang in his hand. Witness also stated that he did not know why these persons assaulted him. At first he said the appellant himself did not attack him but subsequently in his evidence he said the appellant held up the parang to slash him. Soon after a police constable Yap Sean Hua arrived at the scene. In his evidence he said he saw appellant holding a parang and was about to slash at Lim Ah Chye, P.W.2.

Tang Kwoi Boey (f) the owner of the shop said that she was at the back of the shop and therefore did not know what happened. She stated the parang P.1 did not belong to her and never saw it before. Subsequently however, she stated that she rang up a shop called Messrs. Lee Hua informing them that the juke box in the shop was out of order.

P.W.4 Chan Siew Teng (f) an assistant in the shop stated that she saw a car load of male Chinese arrive at the shop and that these people came to attend to the radio which was out of order but when they entered the house a fight started, but was unable to say between whom. She also denied that P.1 belonged to the shop. In answering to cross examination she said that when these persons arrived they said they came to repair the radio and that one of them was carrying a bag. But she did not see whether they had anything else in their hands.

Investigating Officer Low Kan Loong, among other things stated that he recorded a cautioned statement under section 75 of the Internal Security Act from the appellant and that statement was put in as part of the evidence for the prosecution and marked Exh. P.2.

In the statement appellant stated that he was an electrician employed by the Modern Electric Co. On the date in question he received a telephone call from the proprietress of the coffee shop. She also complained that persons were disturbing the pin table that was placed in the the shop. After receiving the telephone call the appellant and 5 others then went to the shop. On arrival at the shop he saw Lim Ah Chye P.W.2 playing at a pin table. Then an argument ensued between Lim Ah Chye and two of his friends. Then he went on as follows:—

"At that time, I was not able to say who was assaulting who. At that time, I saw the male Chinese Lih Ah Chai whirling chairs and I became frightened and I then saw a parang on the ground and I picked it up with a view of using it to defend myself should I be attacked.

As I was holding the parang and moving away from the place, a plain clothes policeman came up to me and arrested me and I handed to him the parang. . . .

The parang did not belong to me. I picked it from